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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

CHRIS KOEPER, and individual;

Plaintiff,

vs.

BMW OF NORTH AMERICA, LLC,
and DOES 1 to 10, inclusive,

Defendants.

CASE NO.: 2:17-cv-06154 VAP (JPRx)

**(Removed from Los Angeles County
Superior Court Case No. BC668754)**

JOINT STATEMENT OF THE CASE

FTC: September 10, 2018 at 2:30 p.m.
Trial: September 18, 2018 at 8:30 a.m.

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JOINT STATEMENT OF THE CASE

This is a case under the Song-Beverly Consumer Warranty Act. Plaintiff Chris Koeper purchased the subject 2011 BMW 550i as a used vehicle on May 7, 2013 from Audi of Beverly Hills with a written warranty provided by Defendant BMW of North of America, LLC (“BMW NA”). Plaintiff contends that Defendant BMW NA breached its obligations under the Song-Beverly Consumer Warranty Act by failing to complete repairs within 30 cumulative days, and by failing to repair a substantially impairing defect under the warranty within a reasonable number of repair attempts. Plaintiff further alleges that Defendant BMW NA willfully violated the Song-Beverly Consumer Warranty Act and is liable for additional damages in the form of a civil penalty. Plaintiff also alleges BMW NA is liable for fraud.

Defendant BMW NA denies that it breached its obligations under the Song-Beverly Consumer Warranty Act and denies that the 2011 BMW 550i qualifies for a replacement or repurchase. BMW NA further denies it is liable for fraud because, among other reasons, Plaintiff did not purchase the 2011 BMW 550i from BMW NA or any of its authorized agents.

Dated: September 4, 2018

STRATEGIC LEGAL PRACTICES, APC

By: /s/ Rowena Santos

Rowena Santos
Eleazar Kim
Attorneys for Plaintiff CHRIS KOEPER

Dated: September 4, 2018

BOWMAN AND BROOKE LLP

By: /s/ Theodore Dorenkamp III

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BMW OF NORTH AMERICA, LLC

ATTESTATION OF ELECTRONIC SIGNATURES

I, Theodore Dorenkamp III, attest that all signatories listed, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing of this report.

/s/Theodore Dorenkamp III
Theodore Dorenkamp III

CERTIFICATE OF SERVICE

I hereby certify that on September 4, 2018, I filed the foregoing document entitled **JOINT STATEMENT OF CASE** with the clerk of court using the CM/ECF system, which will send a notice of electronic filing to all counsel of record in this action.

/s/ Theodore Dorenkamp III
Theodore Dorenkamp III